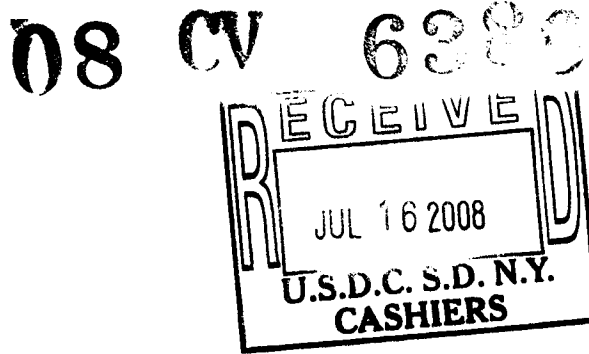


WIDGE DANIELS
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New York, New York 10006
(212) 669-0600



Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
NEW BALANCE ATHLETIC SHOE, INC.,

Index No.

Plaintiff,

- against -

M/V "HAMMONIA EXPRESS", her engines,
boilers, tackle, etc., in rem, Hapag-Lloyd
Aktiengesellschaft, and American President
Lines, Ltd., in personam.

Defendants
-----X

COMPLAINT

The plaintiff herein, by its attorneys, HILL RIVKINS & HAYDEN LLP, complaining of the above named defendants, alleges upon information and belief.

FIRST: This is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

SECOND: At and during all the times hereinafter mentioned, plaintiff had and now has the legal status and principal office and place of business stated in Schedule A hereto annexed and by this reference made a part hereof.

THIRD: At and during all the times hereinafter mentioned, defendants had and now have the legal status and offices and places of business stated in Schedule A, and were and now

are engaged in business as common carriers of merchandise by water for hire.

FOURTH: On or about the date and at the port of shipment stated in Schedule A, there was delivered to defendants in good order and condition the shipment described in Schedule A, which the said vessel and defendants received, accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A.

FIFTH: Thereafter, the said vessel arrived at the port of destination described in Schedule A, where the cargo was not delivered.

SIXTH: By reason of the premises, the above named defendants breached, failed and violated their duties and obligations as common carriers and were otherwise at fault.

SEVENTH: Plaintiff was the consignee and owner of the shipment as described in Schedule A, and brings this action on its own behalf and, as agent and trust, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

EIGHTH: Plaintiff has duly performed all duties and obligations on its part to be performed.

NINTH: By reason of the premises, plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demand, in the amount of \$275,000.00.

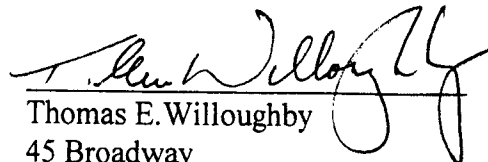
WHEREFORE, plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against defendants;
2. That if defendants cannot be found within this District, that all of their property within this District, as shall be described in an affidavit, be attached in the sum set forth in this complaint, with interest and costs.
3. That a decree may be entered in favor of plaintiff against defendants for the amount of plaintiff's damages, together with interest and costs.
4. Plaintiff further prays for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, New York
July 15, 2008

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff

By:


Thomas E. Willoughby
45 Broadway
New York, New York 10006
(212) 669-0600

SCHEDULE A

Plaintiff's legal status and place of business:

Plaintiff, New Balance Athletic Shoe, Inc., is a corporation having a principal place of business at 20 Guest Street, Boston, MA 02135-2088.

Defendant's legal status and place of business:

Defendant, American President Lines, is a corporation having a place of business at 100 Central Avenue, Building 40C, South Kearny, New Jersey 07032.

Defendant, Hapag-Lloyd Aktiengesellschaft c/o Hapag-Lloyd America, Inc., is a corporation having a place of business at One Edgewater Plaza, Staten Island, New York 10305.

Date of Shipment: December 17, 2007

Port of Shipment: Keelung

Port of Discharge: Mexico City

Shipper: Shing Tak Footwear Co., Ltd.

Consignee: New Balance de Mexico S.A. de C.V.

Notify: Apoyo Logistico Integral S.A. de C.V.

Description of Shipment: 42 Cartons Footwear

Nature of Loss or Damage: Non-delivery